

EXHIBIT C - Memorandums

EXHIBIT C-1

San Leandro

FIRST AMERICAN TITLE INSURANCE COMPANY
RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Living Spaces Furniture, LLC
14501 Artesia Blvd.
La Mirada, CA 90638
Attention: Mr. Jeff Seabrook

COPY of Document Recorded
2016-004088 1/7/16

Has not been compared with original.
Original will be returned when
processing has been completed.
Alameda COUNTY REGISTRAR-RECORDER

MEMORANDUM OF SUBLEASE AND RECOGNITION AGREEMENT

THIS MEMORANDUM OF SUBLEASE AND RECOGNITION AGREEMENT (the "Memorandum") is made and entered into as of October 7, 2015, by and among RALPH DAYAN and SARAH DAYAN, as Trustees of the Dayan Family Revocable Trust ("Master Landlord"), KMART CORPORATION, a Michigan corporation ("Sublandlord"), and LIVING SPACES FURNITURE, LLC, a Delaware limited liability company ("Subtenant").

A. Master Landlord and Sublandlord previously entered into that certain Lease, by and between Eltinge, Graziadio and Sampson Development Co., a partnership, predecessor-in-interest to Master Landlord, as landlord, and S.S. Kresge Company, a Michigan corporation, predecessor-in-interest to Sublandlord, as tenant, dated May 17, 1976, a memorandum of which was filed of record in the Official Records of Alameda County, California (the "Official Records") on December 23, 1976 at Reel 4654, Image 678 as Instrument Number 76-218275, as amended by (i) that certain First Amendment to Kmart Lease, dated September 28, 1977, (ii) that certain First Memorandum of Lease, dated September 28, 1977, (iii) that certain Modification of Memorandum of Lease and Amendment to K Mart Lease [sic], dated March 31, 1981, (iv) that certain Third Modification of Lease, dated as of January 26, 1992, (v) that certain Amendment to Lease, dated as of March 1, 2003, and (vi) that certain Fifth Amendment to Lease, dated as of August 10, 2012 (as further amended, assigned and/or extended from time to time, collectively the "Master Lease"), for premises located in the City of San Leandro, County of Alameda, State of California, commonly known and described as 250

*Lease is less than 35 years.
7/14/92*

Floresta Boulevard and more particularly described at Exhibit "A" attached hereto (the "Premises").

B. Sublandlord and Subtenant have entered into that certain Sublease, dated as of May 14, 2015, as amended by that certain First Amendment to Sublease, effective as of September 8, 2015, as further amended by that certain Second Amendment to Sublease, effective as of October 7, 2015, and as further amended by that certain Third Amendment to Sublease, effective as of October 7, 2015, covering the Premises (collectively, the "Sublease").

C. Master Landlord, Sublandlord and Subtenant have entered into that certain Recognition Agreement, dated as of August 18, 2015 (the "Recognition Agreement"), pursuant to which, among other things, Master Landlord agrees to recognize Subtenant's rights under the Sublease pursuant to the terms thereof.

D. The initial term of the Sublease commenced on October 7, 2015 and will expire on November 30, 2017. Subtenant has six (6) options to extend the term of the Sublease for a period of five (5) years each, and one (1) option to further extend the term of the Sublease for a period of two (2) years and seven (7) months (i.e., the Sublease term is less than 35 years).

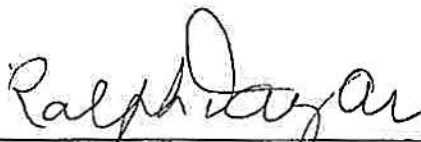
E. The purpose of this Memorandum is to provide notice of the terms of the Sublease and the Recognition Agreement and in no way modifies the provisions of the Master Lease, the Sublease or the Recognition Agreement. All of the rights and obligations of Master Landlord, Sublandlord and Subtenant with respect to matters under the Master Lease, the Sublease and the Recognition Agreement are contained in the Master Lease, the Sublease and the Recognition Agreement, as the case may be.

F. This Memorandum may be executed and acknowledged in counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same instrument.

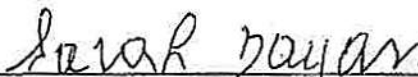
[Signatures appear on following page.]

IN WITNESS WHEREOF, Master Landlord, Sublandlord and Subtenant have
executed this Memorandum as of the day and year first above written.

"Master Landlord":



RALPH DAYAN, as Trustee of the Dayan Family
Revocable Trust dated December 31, 1991



SARAH DAYAN, as Trustee of the Dayan Family
Revocable Trust dated December 31, 1991

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE
VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE
DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE
TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

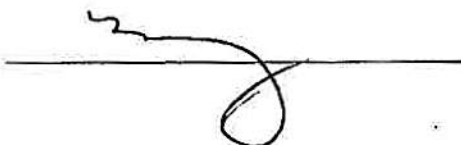
COUNTY OF San Francisco

)
) ss:
)

On October 7, 2015 before me, Linda Wong
(insert name of the officer), Notary Public, personally appeared Ralph Dayan and Sarah Dayan,
who proved to me on the basis of satisfactory evidence to be the persons whose names are
subscribed to the within instrument and acknowledged to me that they executed the same in their
authorized capacities, and that by their signatures on the instrument the persons, or the entity
upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

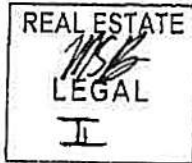



[Seal]



"Sublandlord":

KMART CORPORATION, a Michigan corporation



By: 
S. Jeffrey Stollenwerck, Senior Vice President and
President, Real Estate

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE
VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE
DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE
TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF ILLINOIS)

COUNTY OF COOK)

ss:

On September 8, 2015 before me GWEN A. SANDSTROM,
Notary Public, personally appeared S. Jeffrey Stollenwerck, who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized capacity, and that by his
signature on the instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

A handwritten signature of Gwen A. Sandstrom.

[Seal]



"Subtenant":

LIVING SPACES FURNITURE, LLC, a Delaware
limited liability company

By: [Signature]
Name: Grover Geiselman
Title: Manager

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE
VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE
DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE
TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

ss:

On 09-02-2015 before
me, MUHAMMAD SHAFI WAZEER (insert name of the officer), Notary Public, personally appeared
GROVER G GEISELMAN who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]

[Seal]

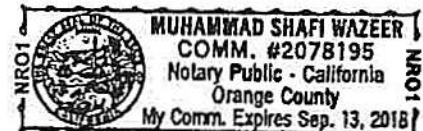


EXHIBIT A

LEGAL DESCRIPTION OF MASTER PREMISES

That certain real property is situated in the City of San Leandro, County of Alameda, State of California, and is described as follows:

THAT PORTION OF LOTS 2 AND 3, PARTITION MAP OF THE LEONARD STONE ESTATE, IN THE CITY OF SAN LEANDRO, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AS PER MAP FILED OCTOBER 8, 1895, IN MAP BOOK NO. 15, PAGE NO. 36, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF WASHINGTON AVENUE, DISTANT THEREON SOUTH 28° 00' 00" EAST 217.80 FEET FROM THE NORTHERLY LINE OF SAID LOT 2, SAID POINT BEING THE INTERSECTION OF THE SOUTHWESTERLY LINE OF THE PARCEL OF LAND DESIGNATED AS PARCEL 1 OF PARCEL LD-60-255, AS DESCRIBED IN THE DEED TO THE CITY OF SAN LEANDRO, RECORDED APRIL 25, 1962, SERIES NO. AT/55258, REEL 568 OR, IMAGE 817, AND THE NORTHWESTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN THE DEED TO ALDI FERRARI, ET UX., RECORDED APRIL 4, 1955, SERIES NO AK/36245, BOOK 7619 OR, PAGE 291; THENCE LEAVING SAID SOUTHWESTERLY LINE OF WASHINGTON AVENUE ALONG SAID NORTHWESTERLY LINE OF SAID FERRARI PARCEL SOUTH 62° 00' 00" WEST 645.00 FEET; THENCE NORTH 28° 00' 00" WEST 217.68 FEET; THENCE RADially SOUTH 62° 00' 00" WEST 88.08 FEET TO THE INTERSECTION WITH A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET, SAID POINT OF INTERSECTION BEING ON THE NORTHEASTERLY LINE OF THE PROPOSED FREMONT AVENUE EXTENSION; THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID SOUTHEASTERLY LINE AN ARC LENGTH OF 47.15 FEET THROUGH A CENTRAL ANGLE OF 54° 02' 03" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 90.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 7° 57' 57" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 56.86 FEET THROUGH A CENTRAL ANGLE OF 36° 12' 03" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 280.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 44° 10' 00" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 15.18 FEET THROUGH A CENTRAL ANGLE OF 3° 06' 25" TO A POINT ON SAID CURVE TO WHICH A RADIAL LINE BEARS NORTH 41° 03' 35" EAST; THENCE LEAVING SAID NORTHWESTERLY LINE OF THE PROPOSED FREMONT AVENUE EXTENSION NORTH 62° 00' 00" EAST 320.88 FEET; THENCE NORTH 28° 00' 00" WEST 402.74 FEET TO THE SOUTHEASTERLY LINE OF THE PROPOSED FLORESTA BLVD., 94.00 FEET WIDE, SAID SOUTHEASTERLY LINE BEING PARALLEL WITH AND DISTANT 14.00 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHEASTERLY LINE OF FLORESTA BLVD., 80.00 FEET WIDE, SAID SOUTHEASTERLY LINE BEING THE SOUTHWESTERLY LINE OFF THAT PARCEL OF LAND DESIGNATED AS PARCEL LD-61-112 IN THE DEED TO THE CITY OF SAN LEANDRO, RECORDED IN REEL 568-OR, IMAGE 817 AND THE SOUTHEASTERLY

LINE OF THAT PARCEL OF LAND DESCRIBED IN THE DEED TO THE CITY OF SAN LEANDRO, RECORDED SEPTEMBER 25, 1957, SERIES NO. AM/95454, BOOK 8478 OR, PAGE 67; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 62° 00' 00" EAST 30.00 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE OF PROPOSED FLORESTA BLVD. SOUTH 28° 00' 00" EAST 139.74 FEET; THENCE NORTH 62° 00' 00" EAST 187.85 FEET; THENCE NORTH 28° 00' 00" WEST 119.52 FEET TO SAID AFOREMENTIONED SOUTHEASTERLY LINE OF THE PROPOSED FLORESTA BLVD., SAID POINT BEING ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 480.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 11° 18' 44" WEST; THENCE EASTERLY ALONG SAID CURVE AN ARC LENGTH OF 92.12 FEET THROUGH A CENTRAL ANGLE OF 10° 59' 44" TO A POINT ON A LINE PARALLEL WITH AND DISTANT SOUTHERLY 26.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SAID FLORESTA BLVD., 80.00 FEET WIDE; THENCE TANGENT TO SAID CURVE CONTINUING ALONG SAID PARALLEL LINE NORTH 89° 41' 00" EAST 156.45 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 47.38 FEET THROUGH A CENTRAL ANGLE OF 54° 17' 16" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 292.00 FEET, A RADIAL LINE OF SAID POINT BEARS NORTH 53° 58' 16" EAST, THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 40.92 FEET THROUGH A CENTRAL ANGLE OF 8° 01' 44" TO A POINT ON SAID AFOREMENTIONED SOUTHWESTERLY LINE OF WASHINGTON AVENUE; THENCE TANGENT ALONG SAID SOUTHWESTERLY LINE SOUTH 28° 00' 00" EAST 514.78 FEET TO THE POINT OF BEGINNING.

EXHIBIT C-2

Scottsdale

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20130112148 02/05/2013 08:59
ELECTRONIC RECORDING

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

965255-11-1-1--
Hoyp

Living Spaces Furniture, LLC
14501 Artesia Blvd.
La Mirada, CA 90638
Attention: Mr. Jeff Seabrook

0965255

1/1 MEMORANDUM OF SUBLEASE AND RECOGNITION AGREEMENT

THIS MEMORANDUM OF SUBLEASE AND RECOGNITION AGREEMENT (the "Memorandum") is made and entered into as of December 19th, 2012, by and among SL-RH ARIZONA LLC, a New York limited liability company ("Master Landlord"), SEARS, ROEBUCK AND CO., a New York corporation ("Sublandlord") and LIVING SPACES FURNITURE, LLC, a Delaware limited liability company ("Subtenant").

A. Sublandlord, as tenant, and Master Landlord, as landlord, entered into that certain Ground Lease, dated December 28, 1998, as amended by that certain First Amendment to Lease dated January 26, 1999, that certain Second Amendment to Lease dated February 8, 1999, and Supplemental Agreement dated as of November, 1999, as further amended by the Recognition Agreement (as defined below) (collectively, the "Master Lease"), where Sublandlord leases from Master Landlord a portion of that certain approximately 13 acre tract shown on the attached Exhibit A (the "Master Premises") located in Maricopa County, Arizona.

B. Substantially concurrently herewith, Sublandlord and Subtenant have entered into a sublease (the "Sublease"), of even date herewith (the "Effective Date"), covering the portion of the Master Premises shown on the attached Exhibit B (the "Sublease Premises").

C. Substantially concurrently herewith, Master Landlord, Sublandlord and Subtenant have entered into that certain Recognition Agreement and Amendment of Lease, of even date herewith (the "Recognition Agreement"), pursuant to which, among other things, Master Landlord agrees to recognize Subtenant's rights under the Sublease pursuant to the terms thereof.

D. The initial term of the Sublease will commence as of the Effective Date and will expire on October 31, 2024. Sublandlord and Subtenant each have five (5) options to extend the term of the Master Lease and the Sublease, respectively, for a period of five (5) years each.

E. The purpose of this Memorandum is to provide notice of the terms of the Sublease and the Recognition Agreement and in no way modifies the provisions of the Master Lease, the Sublease or the Recognition Agreement. All of the rights and obligations of Master Landlord, Sublandlord and Subtenant with respect to matters under the Master Lease, the Sublease and the Recognition Agreement are contained in the Master Lease, the Sublease and the Recognition Agreement, as the case may be.

F. This Memorandum may be executed and acknowledged in counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same instrument.

[Signatures appear on following page.]

IN WITNESS WHEREOF, Master Landlord, Sublandlord and Subtenant have executed this Memorandum as of the day and year first above written.

"Master Landlord":

SL-RH ARIZONA LLC,
a New York limited liability company

By: [Signature]
Name: Stephen Leener
Title: _____

"Sublandlord":

SEARS, ROEBUCK AND CO., a New York corporation



By: [Signature]
Name: Jeffrey Stollenwerck
Title: SVP Real Estate

"Subtenant":

LIVING SPACES FURNITURE, LLC, a Delaware limited liability company

By: [Signature]
Name: Garrett Gredelmann
Title: CEO

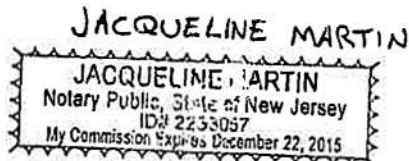
STATE OF New Jersey)COUNTY OF Bergen)

The foregoing instrument was acknowledged before me this January 11, 2013
 (date) by Stephen Leener (name of officer or agent,
 title or officer or agent) of SL-RH Arizona, LLC (name
 of corporation or limited liability company acknowledging), a New York
 (state or place of incorporation or organization) [corporation] [limited liability company, on
 behalf of the [corporation] [limited liability company].

Jacqueline Martin
 NOTARY PUBLIC

Print Name: Jacqueline Martin

My Commission Expires:

12/22/15STATE OF Illinois)COUNTY OF Cook)

The foregoing instrument was acknowledged before me this January 7, 2013
 (date) by Jeffrey Stillman, SVP Real Estate (name of officer or agent,
 title or officer or agent) of Delta Brethren and Co (name
 of corporation or limited liability company acknowledging), a New York
 (state or place of incorporation or organization) [corporation] [limited liability company, on
 behalf of the [corporation] [limited liability company].

Mary J Cox
 NOTARY PUBLIC

Print Name: MARY J COX

My Commission Expires:

3/31/15

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

The foregoing instrument was acknowledged before me this 12-19-2012
(date) by GROVER GEISELMAN (name of officer or agent,
title or officer or agent) of LIVING SPACES FURNITURE, LLC (name
of corporation or limited liability company acknowledging), a DELAWARE
(state or place of incorporation or organization) [corporation] [limited liability company, on
behalf of the [corporation] [limited liability company].


NOTARY PUBLIC

Print Name:

MUHAMMAD SHAFI WAZEER

My Commission Expires:

SEPT-13-2014

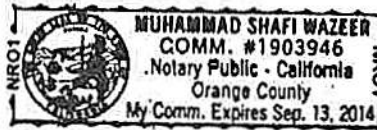


EXHIBIT A

LEGAL DESCRIPTION OF MASTER PREMISES

EXHIBIT C-3

Glendale

1448491076348-9-1-1--
Palumboa

FIRST AMERICAN TITLE INSURANCE COMPANY

THIS DOCUMENT PREPARED BY:

DYKEMA GOSSETT PLLC

Nicholas J. Winters, Esq.

39577 Woodward Avenue, Suite 300

Bloomfield Hills, Michigan 48304

AFTER RECORDING RETURN TO:

Robert C. Barnes, Esq.

Norton Rose Fulbright US LLP

555 South Flower Street, Forty-First Floor

Los Angeles, California 90071

MEMORANDUM OF SUBLEASE AND RECOGNITION AGREEMENT

THIS MEMORANDUM OF SUBLEASE AND RECOGNITION AGREEMENT (this "Memorandum") is made and entered into as of November 13, 2015, by and among GFI- GLENDALE INVESTMENTS LIMITED PARTNERSHIP, a Utah limited partnership ("GFI Landlord"), WGA-GLENDALE, INC., a Utah corporation ("WGA Landlord") (GFI Landlord and WGA Landlord are referred to herein collectively as "Master Landlord"), KMART CORPORATION, a Michigan corporation ("Sublandlord"), and LIVING SPACES FURNITURE, LLC, a Delaware limited liability company ("Subtenant").

A. GFI Landlord and Sublandlord previously entered into that certain Lease, by and between GFI Landlord, as landlord, and Sublandlord, as tenant, dated March 12, 1993, a memorandum of which was filed of record in the Official Records of Maricopa County, Arizona (the "Official Records") on August 25, 1993 as Instrument Number 93-0567731, as amended by (i) that certain First Amendment to Memorandum of Lease, dated as of March 12, 1993, which was filed of record in the Official Records on May 17, 1994 as Instrument Number 94-0393621, and (ii) that certain First Amendment to Lease, dated as of April 9, 1994 (as further amended, assigned and/or extended from time to time, collectively the "GFI Lease").

B. WGA Landlord and Sublandlord previously entered into that certain Lease, by and between WGA Landlord, as landlord, and Sublandlord, as tenant, dated October 18, 2005 (as further amended, assigned and/or extended from time to time, collectively the "WGA Lease"), and the legal description of the property leased under the WGA Lease is attached hereto as Exhibit C.

C. The GFI Lease and the WGA Lease are referred to herein collectively as the "Master Lease," which Master Lease is for premises located in the City of Glendale, County of Maricopa, State of Arizona, commonly known and described as 6767 W. Bell Road, Glendale, Arizona and more particularly described in the Master Lease (the "Master Premises").

714493

D. Sublandlord and Subtenant have entered into that certain Sublease, dated as of July 16, 2015, as amended by that certain First Amendment to Sublease dated October 14, 2015, that certain Second Amendment to Sublease dated October 27, 2015, that certain Third Amendment to Sublease dated November 4, 2015, and that certain Fourth Amendment to Sublease dated November 6, 2015 (collectively, the "Sublease"), covering the portion of the Master Premises more particularly described on Exhibit A attached hereto (the "Subleased Premises").

E. Master Landlord, Sublandlord and Subtenant have entered into that certain Recognition Agreement, dated the same date as this Memorandum (the "Recognition Agreement"), pursuant to which, among other things, Master Landlord agrees to recognize Subtenant's rights under the Sublease pursuant to the terms thereof.

F. Sublandlord has subleased and does hereby sublease to Subtenant, and Subtenant has subleased and does hereby sublease from Sublandlord, upon the terms and conditions set forth in said Sublease, the Subleased Premises. The initial term of the Sublease will commence on the date Sublandlord delivers the Subleased Premises to Subtenant and will expire on April 30, 2019. Sublandlord and Subtenant each have ten (10) options to extend the term of the Master Lease and the Sublease, respectively, for a period of five (5) years each.

G. The Recognition Agreement provides that for so long as Subtenant (i) is not in default under the Sublease, and (ii) has not ceased selling mattresses at the Subleased Premises for a period of twelve (12) or more consecutive months, Master Landlord and its successors and assigns shall not (i) sell or lease any portion of the GFI Pad to, or (ii) operate or permit under any circumstances to be operated within the GFI Pad, any store or other business that sells or rents mattresses or displays mattresses for sale or rental. As used herein, the term "GFI Pad" has the same meaning ascribed to such term in the Declaration of Covenants, Conditions and Restrictions Grant of Easements dated July 28, 1993 and filed of record in the Official Records on August 25, 1993 as Instrument Number 93-0567730, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions Grant of Easements dated October 14, 2005 and filed of record in the Official Records on October 18, 2005 as Instrument Number 20051549535, and that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions Grant of Easements dated August 21, 2012 and filed of record in the Official Records on August 23, 2012 as Instrument Number 20120755738. The legal description of the GFI Pad is set forth on Exhibit B attached hereto.

H. The purpose of this Memorandum is to provide notice of the terms of the Sublease and the Recognition Agreement and in no way modifies the provisions of the Master Lease, the Sublease or the Recognition Agreement. All of the rights and obligations of Master Landlord, Sublandlord and Subtenant with respect to matters under the Master Lease, the Sublease and the Recognition Agreement are contained in the Master Lease, the Sublease and the Recognition Agreement, as the case may be.

I. This Memorandum may be executed and acknowledged in counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Master Landlord, Sublandlord and Subtenant have executed this Memorandum as of the day and year first above written.

"Master Landlord":

GFI-GLENDALE INVESTMENTS LIMITED
PARTNERSHIP, a Utah limited partnership

By: WGA-Glendale, Inc., a Utah corporation
Its: General Partner

By: *G. Walter Gasser*

Name: G. Walter Gasser

Its: President

ACKNOWLEDGEMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake)

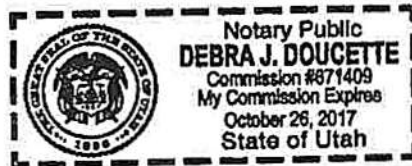
On this, the 9th day of November, 2015, before me, the undersigned Notary Public, personally appeared G. Walter Gasser, who acknowledged him/herself to be the President of WGA-Glendale, Inc., a Utah corporation, the General Partner of GFI-Glendale Investments Limited Partnership, a Utah limited partnership, and that he/she, being authorized to do so, executed the foregoing Memorandum of Sublease and Recognition Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Debra J. Doucette

Notary Public, State of Utah, County of Salt Lake
Acting in the County of Salt Lake
My Commission Expires: 10-26-17

[SEAL]



"Master Landlord":

WGA-GLENDALE, INC.,
a Utah corporation

By: [Signature]

Name: G. Walter Gasser

Its: President

ACKNOWLEDGEMENT

STATE OF Utah)
COUNTY OF Salt Lake) SS
)

On this, the 9th day of November, 2015, before me, the undersigned Notary Public, personally appeared G. Walter Gasser, who acknowledged him/herself to be the President of WGA-Glendale, Inc., a Utah corporation, and that he/she, being authorized to do so, executed the foregoing Memorandum of Sublease and Recognition Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

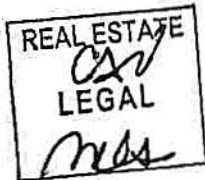
[Signature]
Notary Public, State of Utah, County of Salt Lake
Acting in the County of Salt Lake
My Commission Expires: 10-26-17

[SEAL]



"Sublandlord":

KMART CORPORATION, a Michigan corporation



By: JoAnn Catanese
Name: JoAnn Catanese
Its: DVP, Real Estate

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this, the 11th day of November, 2015, before me, the undersigned Notary Public, personally appeared JoAnn Catanese, who acknowledged him/herself to be the DVP, Real Estate of Kmart Corporation, a Michigan corporation, and that he/she, being authorized to do so, executed the foregoing Memorandum of Sublease and Recognition Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Magdalena Lazarz
Notary Public, State of ILLINOIS, County of WILL
Acting in the County of COOK
My Commission Expires: 5/29/17

[SEAL]



"Subtenant":

LIVING SPACES FURNITURE, LLC,
a Delaware limited liability company

By: [Signature]
Name: Grover Geiselman
Title: CEO & Manager

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE
VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE
DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE
TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

ss:

On 11-13-2015, 2015, before me, MUHAMMAD SHAFI WAZEER
Notary Public, personally appeared GROVER GEISELMAN who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their
authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]

[Seal]

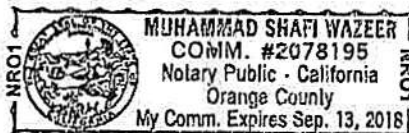


EXHIBIT A

LEGAL DESCRIPTION OF SUBLEASED PREMISES

A PORTION OF LOT 1, SECTION 1, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF BELL ROAD AND 67TH AVENUE, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 1;

THENCE SOUTH 03 DEGREES 45 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 484.12 FEET; THENCE WEST, A DISTANCE OF 65.14 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 03 DEGREES 45 MINUTES 15 SECONDS EAST PARALLEL TO AND 65.00 FEET WEST OF THE EAST LINE OF SAID LOT 1, A DISTANCE OF 593.95 FEET;

THENCE SOUTH 89 DEGREES 41 MINUTES 17 SECONDS WEST, A DISTANCE OF 690.79 FEET;

THENCE NORTH A DISTANCE OF 41.83 FEET;

THENCE WEST A DISTANCE OF 91.95 FEET;

THENCE NORTH A DISTANCE OF 100.00 FEET;

THENCE EAST A DISTANCE OF 236.87 FEET;

THENCE NORTH A DISTANCE OF 289.61 FEET;

THENCE WEST A DISTANCE OF 52.00 FEET;

THENCE NORTH A DISTANCE OF 376.00 FEET;

THENCE EAST A DISTANCE OF 316.11 FEET;

THENCE SOUTH A DISTANCE OF 211.00 FEET;

THENCE EAST A DISTANCE OF 242.86 FEET TO THE POINT OF BEGINNING.

Tax Parcel Identification Numbers: 200-52-012A (part) and 200-52-012H

Exhibit A

EXHIBIT B

LEGAL DESCRIPTION OF GFI PAD

A PORTION OF LOT 1, SECTION 1, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF BELL ROAD AND 67TH AVENUE, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 1;

THENCE SOUTH 03 DEGREES 45 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 272.70 FEET;

THENCE WEST, A DISTANCE OF 75.16 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 03 DEGREES 45 MINUTES 15 SECONDS EAST PARALLEL TO AND 75.00 FEET WEST OF THE EAST LINE OF SAID LOT 1, A DISTANCE OF 34.99 FEET;

THENCE NORTH 89 DEGREES 41 MINUTES 17 SECONDS EAST, A DISTANCE OF 10.02 FEET;

THENCE SOUTH 03 DEGREES 45 MINUTES 15 SECONDS EAST PARALLEL TO AND 65.00 FEET WEST OF THE EAST LINE OF SAID LOT 1, A DISTANCE OF 176.52 FEET;

THENCE WEST 242.86 FEET;

THENCE NORTH 211.00 FEET;

THENCE EAST A DISTANCE OF 219.00 FEET TO THE POINT OF BEGINNING.

Tax Parcel Identification Number: 200-52-012A (part)

Exhibit B

EXHIBIT C

LEGAL DESCRIPTION OF PROPERTY LEASED UNDER WGA LEASE

A portion of Lot 1, Section 1, Township 3 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the intersection of the monument lines of Bell Road and 67th Avenue, said point also being the Northeast corner of said Section 1 and the Northeast corner of Lot 1;

Thence bearing West along the monument line of Bell Road, a distance of 413.63 feet;

Thence South a distance of 75.00 feet to a point on the South right-of-way line of Bell Road;

Thence South a distance of 197.11 feet;

Thence West a distance of 178.78 feet;

Thence South a distance of 376.00 feet;

Thence East a distance of 52.00 feet;

Thence South a distance of 289.61 feet;

Thence West a distance of 144.92 feet to the TRUE POINT OF BEGINNING;

Thence South a distance of 100.00 feet;

Thence West a distance of 91.95 feet;

Thence North a distance of 100.00 feet;

Thence East a distance of 91.95 feet to the TRUE POINT OF BEGINNING.

Tax Parcel Identification Number: 200-52-012H